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Attorneys for Plaintiff  
THE CONTINENTAL INSURANCE COMPANY

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

THE CONTINENTAL INSURANCE  
COMPANY,

Plaintiff,

v.

EXPEDITORS INTERNATIONAL OF  
WASHINGTON, INC., a corporation;  
EXPEDITORS INTERNATIONAL  
OCEAN, an entity of unknown form;  
and DOE ONE through DOE TEN,

Defendants.

Case No. 2:22-cv-02293

**COMPLAINT FOR NON-  
DELIVERY OF OCEAN CARGO**

(\$73,244.80)

Plaintiff's complaint follows:

1. Plaintiff THE CONTINENTAL INSURANCE COMPANY  
("Plaintiff") is now, and at all times herein material was, a corporation, duly  
organized and existing by virtue of law.

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1           2.     Plaintiff is informed and believes that defendants EXPEDITORS  
2 INTERNATIONAL OF WASHINGTON, INC., a corporation, and EXPEDITORS  
3 INTERNATIONAL OCEAN, an entity of unknown form (collectively  
4 “EXPEDITORS”) are now and at all times material hereto were engaged in business  
5 as non-vessel owning common carriers for hire within the United States and within  
6 this judicial district. The true names of defendants sued herein as DOE ONE through  
7 DOE TEN, each of whom is or may be responsible for the events and matters herein  
8 referred to, and each of whom caused or may have caused or contributed to the  
9 damage herein complained of, are unknown to Plaintiff, who therefore sues said  
10 defendants by such fictitious names. Plaintiff will amend its complaint to show the  
11 true names of said defendants when the same have been ascertained. All allegations  
12 against the named defendants are also made against DOES ONE through TEN.

13           3.     Plaintiff’s Complaint contains a cause of action for damage to cargo  
14 arising under a statute of the United States, the Carriage of Goods by Sea Act  
15 (“COGSA”), 46 U.S.C. § 30701, *et seq.*, and is therefore within the jurisdiction of  
16 this Court pursuant to 28 U.S.C. § 1331.

17           4.     Additionally, the Court has admiralty jurisdiction pursuant to 28 U.S.C.  
18 § 1333. This is a cause of action for damage to ocean cargo and is an admiralty and  
19 maritime claim within the meaning of Rule 9(h), Federal Rules of Civil Procedure.

20           5.     Venue is proper in this Court under 28 U.S.C. § 1391(b).

21           6.     On or about February 2, 2021 at Xiamen, China, defendants and their  
22 agents and subcontractors received a shipment of 793 cartons of cleaning supplies  
23 for carriage under EXPEDITORS bill of lading no. 63E1162299 and others, issued  
24 by and/or on behalf of EXPEDITORS. Defendants, under contracts of carriage and  
25 in return for good and valuable consideration, agreed to carry said cargo from  
26 Xiamen, China, via the Port of Los Angeles, California, to Charlotte, North  
27 Carolina, and there deliver said cargo to the lawful holder of the bills of lading, and  
28 others, in the same good order, condition, and quantity as when received.

7. Thereafter, in breach of and in violation of said agreements, defendants did not deliver said cargo in the same good order, condition, and quantity as when received. To the contrary, some of the cargo was never delivered. The total value of the cargo lost was \$73,744.80.

8. Prior to the shipment described above, and prior to any loss thereto, Plaintiff issued its policy of insurance whereby Plaintiff agreed to indemnify the owner of the cargo, and its assigns, against loss of or damage to the cargo while in transit, including mitigation expenses, and Plaintiff has therefore become obligated to pay, and has paid, to the person entitled to payment under said policy, the sum of \$73,244.80, which is the value of the lost cargo on account of the loss described above, net of a \$500 deductible.

9. Plaintiff has therefore been damaged in the sum of \$73,244.80, or another amount according to proof at trial, no part of which has been paid, despite demand therefor.

NOW THEREFORE, Plaintiff prays for judgment against defendants in the total amount of not less than \$73,244.80, plus pre-judgment interest, and such further and other amounts as may be proven at the time of trial, together with costs of suit and such other and further relief as this Court may deem appropriate.

Respectfully submitted,

Dated: April 5, 2022

GIBSON ROBB & LINDH LLP

/s/ TYLER J. KIRSCH

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Tyler J. Kirsch

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Attorneys for Plaintiff

THE CONTINENTAL INSURANCE  
COMPANY